SECRET - SECURITY INFORMATION

CONTRACT PERSONNEL

OFFICE OF PERSONNEL

RETURN FILE TO SE-65

NOTICE: This is an Office of Personnel File and subject to 10 day limitation period. This file has been charged to DDAGGIE ; and is due to be returned to CONTRACT PERSONNEL DIVISION, 5E-65 Hqs., x7841, as of 6/15/75.

adm

Mr. George Martin Rosnek

Dear Mr. Rosnek:

Reference is made to your contract with the U. S. Government as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 8 April 1979, paragraph four (4) entitled "Compensation" is amended by deleting the figure $37,270 as it appears therein and by substituting in lieu thereof the figure $41,270. Said paragraph

~~[illegible]~~ is also modified to provide that subsequent augmentation of your basic fee, based upon the percentage increase authorized U. S. Government employees in the annual Legislative Pay increases, will be individually authorized by contract amendment at appropriate times as requested and certified by the responsible Government official, provided however, that your total compensation ~~[illegible]~~ under this paragraph does not exceed *the equivalent of* the salary ~~rate~~ *rate* paid ~~at the~~ ~~[illegible]~~ ~~the top step of a GS-15~~.

at the top step of a GS-15.

All other terms and conditions of the contract, as amended, remain in full force and effect.

[initials]

Mr. George Martin Rosnek

Dear Mr. Rosnek:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 7 October 1979 paragraph four (4) entitled "Compensation" is amended by deleting the figure $41,270 as it appears therein and by substituting in lieu thereof the figure $44,159.

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY /s/ Gene L. Byrd
Contracting Officer

1|15|79
BF/CB

SECRET

5 Oct 1979
CI 321-79

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM: David H. Blee
Chief, Counterintelligence Staff

THROUGH: Chief, Career Management Staff
Manpower and Support Branch/Contract

SUBJECT: Amendment to Contract for
George Martin Rosnek

1. Per paragraph four (4) entitled "Compensation" of subject's contract, effective 1 March 1970, as amended, it is hereby requested that the figure $41,270 be deleted and the figure $44,159 be substituted therein. This increase represents the percentage increase (7 percent) authorized US Government employees in the annual Legislative Pay increase effective 1 October 1979.

2. All classified Secret.

David H. Blee

David H. Blee

CONCUR:

Chief, Career Management Staff — 9 Oct 79
Date

APPROVED:

Chief, Contract Personnel Division — Date

CL BY 063765
RVW 5 Oct 99 DRV D9c.1

SECRET

Mr. George Martin Rosnek

Dear Mr. Rosnek:

Reference is made to your Contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 8 April 1979, paragraph four (4) entitled "Compensation" is amended by deleting the figure $37,270 as it appears therein and by substituting in lieu thereof the figure $41,270. Said paragraph is also modified to provide that subsequent augmentation of your basic fee, based upon the percentage increase authorized U.S. Government employees in the annual Legislative Pay increases, will be individually authorized by contract amendment at appropriate times as requested and certified by the responsible Government official, provided however, that your total compensation under this paragraph does not exceed the equivalent of the salary rate paid at the top step of GS-15.

All other terms and conditions of the contract, as amended, remain in full force and effect.

CENTRAL INTELLIGENCE AGENCY

BY /s/ Gene L. Byrd
Special Contracting Officer

ACCEPTED:

George Martin Rosnek — 11 APR 1979
George Martin Rosnek — Date

WITNESS:

[signature] — 11 APR 1979
Date

APPROVED:

David H. B[signature] — 12 APR 1979
Date

14-00000

SECRET

29 MAR 1979

CI 121-79

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : David H. Blee
Chief, Counterintelligence Staff

THROUGH : Chief, Career Management Staff
Manpower and Support Branch/Contract

SUBJECT : Amendment to Contract for
George Martin Rosnek

1. Action Requested: It is requested that the contract for Mr. George Martin Rosnek, an Independent Contractor, be amended to increase his compensation from $37,270 to $41,270 per annum effective 8 April 1979.

2. Background: In September 1978 Mr. Rosnek, a former senior officer of the KGB, raised with his case officer the question of prior financial commitments made to him by the Agency. Specifically, he claimed that the Agency still owed him $20,000 of an original commitment of $50,000 made to him at the time of his defection. This $20,000 claim has become an obsession with Mr. Rosnek and is likely to affect negatively his relationship with the Agency unless resolved to his relative satisfaction. Attached for background information are documents relating to Mr. Rosnek's claim.

3. After careful consideration of the equities involved in this case it is my belief that security considerations dictate that we settle Mr. Rosnek's claim in the following manner. I will approve an increase in his annual payment by $4,000 effective April 1979 (from $37,270 to $41,270). Thereafter, his annual compensation would be increased each October in the amount identical to the cost of living increase given to US Government employees. (This cost of living provision is currently in his contract). However, at such time

CL BY 063765
RVW 26 Mar 99 DRV D9c.1

SECRET

as Mr. Rosnek reaches the salary paid an employee in the top step of GS-15 (currently $47,500) his annual compensation would be increased only as the pay for that step increases.

4. All other terms and conditions of said contract, as amended, remain in full force and effect.

5. All classified Secret.

David H. Blee

Attachments:
As Stated

CONCUR:

Chief, Career Management Staff — Date: 05 APR 19[illegible]

APPROVED:

Chief, Contract Personnel Division — Date

SECRET

MEMORANDUM FOR: Chief, Counterintelligence Staff

FROM : Steven K. Rubenstein
C/CI/A/DEF

SUBJECT : PDDONOR

REFERENCES : A. Memo Dated 16 February 1970
From DC/Security Research Staff

B. Memo Dated 14 August 1972
From DC/Security Research Staff

C. Acknowledgement and Release Form
Dated 12 July 1973

ATTACHMENT

1. A careful review of the PDDONOR file substantiates the fact that there were three unequivocal financial commitments made to PDDONOR at the time of his defection in February 1964. These three commitments were:

a. He would be paid $25,000 for each of the two years he cooperated in place. Total $50,000.

b. He would receive $10,000 for his part in identifying William Vassal, a British Admiralty employee as a KGB agent.

c. He would receive $25,000 per year salary from the Agency.

2. The question at issue now is whether an additional commitment was also made to PDDONOR to the effect that the Agency would provide financial assistance to him to purchase a home. According to PDDONOR, on 30 January 1964 in Geneva prior to his defection in a conversation with his case officer, Mr. Tennent Bagley he stated, "I will arrive with what I have on my back - no home - no roof - no anything." The reply to PDDONOR was as follows; "This will be taken care of. It will be provided." This exchange in PDDONOR's view, constituted

☐ DCL ☒ RVW 14 Feb 90
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what he believes was a commitment on the part of the Agency to provide him with financial assistance in the purchase of a home. A memorandum dated 16 February 1970, written by Mr. Bruce Solie describes this verbal exchange between PDDONOR and his case officer. (See Reference A). In addition, a memorandum dated 14 August 1972 also written by Mr. Solie (Reference B) states that "Nosenko stated that prior to his defection in Geneva, he discussed his future with Bagley and made three requests, these being:

a. Employment at $25,000 per year;

b. $50,000 in savings account;

c. Assistance in purchasing a house.

According to Nosenko, Bagley, a day or two later, informed Nosenko that his requests had been approved and Nosenko considers this constituted a valid verbal contract."

3. From PDDONOR's viewpoint therefore an additional commitment, quite separate and apart from the three listed in paragraph 1 was made to him. Consequently, he now argues that a payment made to him in July 1970, in the amount of $20,000 and which he used as a downpayment on a house, was the fulfillment of this additional commitment and not part of the $50,000 he was promised for his two years in place. This despite the fact that in the 14 August 1972 memorandum as Mr. Solie states in paragraph 5, . . . "Nosenko also considers that the assistance in purchasing furniture, a house, etc., which he has been given since 1969 should be considered as cancelling the matter of the $50,000.

4. What seems to have occurred is a change of position on PDDONOR's part. While previously acknowledging that the original $50,000 commitment had been met (paragraph 5 of Reference B) PDDONOR now takes the position that of the below listed payments only $30,000 should be applied against the $50,000 commitment. The July 1970 payment of $20,000 should be applied against a separate commitment to provide assistance in purchasing a home.

$2,000 in March 1964
$8,000 in May 1969
$5,000 on 1 July 1970
$20,000 on 1 July 1970 (According to PDDONOR this payment should not be applied against the $50,000 commitment)
$15,000 on 12 July 1973

Thus, according to PDDONOR's reasoning $20,000 is still due him as part of the original $50,000 commitment.

5. Several additional points should be noted. On 2 July 1973 PDDONOR signed an "Acknowledgment and Release" prepared by the General Counsel in which PDDONOR releases and forever discharges the US Government and the Agency from any claim for money promised to him. (Reference C). In addition, the issue of the $20,000 he says is still owed him does not surface in the file until September 1978, 14 years after his defection. The explanation of why this issue would arise at this late date is not clear from available records.

6. Attached are copies of those documents which impact on this issue. Because of the complexities of this case I recommend that we request the Office of General Counsel to review the entire case and provide a ruling on the legitimacy of PDDONOR's claim of $20,000. After such a ruling we can discuss our future course of action.

7. All classified Secret.

Steven K. Rubenstein
Steven K. Rubenstein

Attachments:
As Stated

14-00000

ATTACHMENT

SECRET

OGC 79-02042
1 March 1979

MEMORANDUM FOR : Chief, Counterintelligence Staff

FROM : John A. Rizzo
Assistant General Counsel

SUBJECT : Financial Commitments to PDDONOR/1

1. This is in response to your memorandum of 23 February 1979 which requests our opinion concerning CIA's existing financial obligations to PDDONOR/1, a former high-ranking KGB officer who defected to this country in February 1964 after having cooperated in place for the previous two years. Based on information contained in CI Staff files, there appears no question that the Agency made three documented, unequivocal promises to PDDONOR/1 at the time of his defection:

a) he would be paid a total of $50,000 ($25,000 per annum) in consideration for his previous two years' service in place;

b) he would receive a $10,000 payment for his part in identifying a certain KGB operative in the British government; and

c) he would be placed under contract for "an indefinite period" after his defection at a yearly salary of $25,000, with accompanying provision for retirement and other benefits.

Your memorandum seeks our assistance in resolving the issue of whether or not the Agency has, as PDDONOR/1 asserts, any current, independent obligation to pay PDDONOR/1 $20,000 based on an oral commitment made to him by a now-retired CIA officer at the time of his defection promising him the Agency's financial assistance in his securing a residence in this country.

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☐ DECL ☒ REVW ON 28 Feb 99
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ALL PORTIONS ARE CLASSIFIED SECRET

2. As you know, due to unforseen and extraordinary factors which arose shortly after PDDONOR's defection, the three documented commitments made to him as outlined in the previous paragraph were not fulfilled until some years after his defection. In this connection, the file indicates that PDDONOR/1 did not start receiving an Agency salary until March 1969, and that it was not until six years later that he began to be paid at the previously promised rate of $25,000 per annum. Accordingly, in order to belatedly satisfy in full the commitments originally made to PDDONOR/1 in 1964, lump-sum payments have been made to him on three occasions in recent years with the approval of senior Agency management. Briefly, these lump-sum payments consisted of: a) $125,000 (less taxes) in November 1972 to cover the balance owed for salary during the period April 1964 to March 1969; b) $15,000 in July 1973 to settle the remainder due on the $50,000 obligation to PDDONOR/1 for his service in place overseas prior to his defection; and c) $28,500 (authorized in April 1976 but evidently not paid until late last year) to cover the balance of his previously promised $25,000 annual salary for the period March 1969 - March 1975 as well as the $10,000 commitment originally made to PDDONOR/1 prior to his February 1964 defection (see paragraph 1(b) above) for his role in identifying a certain KGB operative in England.

3. As previously stated, the sole issue for consideration at this point revolves around PDDONOR/1's relatively recent assertion that CIA still owes him $20,000 as a result of a vaguely worded oral commitment made to him by a now-retired Agency officer in 1964 who promised that CIA would provide housing for PDDONOR/1 in this country following his arrival. In analyzing PDDONOR/1's contentions in this regard, we believe for the following reasons that the details surrounding CIA's July 1973 payment to him of $15,000 assume particular significance and do, in fact, firmly rule out any further, outstanding legal obligation to him with respect to payments to cover PDDONOR/1's eventual purchase of a home. Of course, the key consideration involved is the fact that the $15,000 payment was made following PDDONOR/1's execution of a quitclaim prepared by this Office through which he agreed to "release and forever discharge...the Central Intelligence Agency...from any claim for money promised to him for, and/or at the time of his defection, and from any and all other claims...in any form whatsoever arising out of or in any way connected with his cooperation and association with... CIA prior to the date of this document, 12 July 1973."

Thus, the wording of the quitclaim is clearly and purposefully unconditional and is specifically intended to bar the kind of belatedly raised claim which PDDONOR/1 is making now.

4. In taking this position, we recognize that one could properly point out in rebuttal that notwithstanding the seemingly all-encompassing scope of the quitclaim, a further payment of $28,500 was in fact subsequently authorized for PDDONOR/1 in April 1976. However, as was noted in an internal OGC memorandum dated 1 April 1976 which concurred in this additional $28,500 payment, the real purpose of the 12 July release was to settle once and for all the issue of the balance of the $50,000 owed PDDONOR/1 for his two years of in-place cooperation prior to his defection. Accordingly, since the $28,500 payment was intended to satisfy other pre-existing commitments to PDDONOR/1 (i.e., back-salary owed for 1964-1969 as well as the $10,000 promised for his role in identifyig the KGB operative in England), this office concluded at that time that the payment was legally permissible since it was outside the intended scope of the quitclaim and was being used to fulfill separate, fully documented promises of compensation made earlier to him.

5. By contrast, at the time that CIA made its July 1973 payment to PDDONOR/1 in return for his quitclaim, the available background materials contained in the files you have provided us leave little doubt that the issue of compensation to cover his purchase of a home was an intrinsic part of the calculations which led to the decision to authorize the $15,000 payment to him at that time. For instance, in the 25 June 1973 memorandum to Mr. Colby which contained the recommendation for the $15,000 payment, the Director of Security delineated some of the previous advances made to PDDONOR/1 in partial satisfaction of the $50,000 owed to him for the 1962-64 period. It was specifically noted in that connection that "[a]gainst this [$50,000] sum in April-May 1969, [PDDONOR/1] was given $8,000 as financial assistance for resettlement in the private economy and <u>$25,000 in mid-1970 towards the purchase of a new house and other related expenses</u>." (Emphasis added). These amounts plus an additional $2,000 which had been previously advanced were subtracted from the original $50,000 commitment, thus leading to the final figure of $15,000 that was subsequently paid to PDDONOR/1 in July 1973 and for which he readily signed the quitclaim releasing CIA from any further financial obligations to him. The Director of Security's memorandum went on to indicate that PDDONOR/1 "agreed" with these calculations; moreover PDDONOR/1's acknowledgment that CIA had previously fulfilled its

commitments to him regarding a house is more explicitly documented in a 14 August 1972 memorandum for the file from the Deputy Chief, Security Research Group, which quotes PDDONOR/1 as saying that he "considers that the assistance in purchasing furniture, a house, etc. which he has been given since 1969 should be considered as cancelling the matter of the $50,000". (Emphasis added).

6. Therefore, from all of the above, it must be concluded that, contrary to PDDONOR/1's assertions, CIA has long since fulfilled any promises which Agency representatives made to him prior to his defection concerning his housing in this country. Further, the available evidence clearly tends to indicate that PDDONOR/1 fully understood and accepted the fact that these obligations had been fully met at the time that he signed his quitclaim in July 1973. Thus, since the terms and scope of the quitclaim are fully controlling on the claim which PDDONOR/1 is asserting, we have determined that the Agency has no legal obligation whatsoever to pay him the $20,000 which he seeks.

7. As a final note, this Office recognizes that, notwithstanding the absence of any legal obligations, the particularly sensitive status of PDDONOR/1 within CIA may nevertheless give rise to an understandable desire in some quarters to make the $20,000 payment to him on security and/or moral grounds. We do not necessarily quarrel with such a view, nor do we mean to imply that CIA is legally precluded from, in effect, "waiving" the terms of the quitclaim if it so chooses. At the same time, it must be remembered that this Office was asked to prepare the quitclaim at issue in 1973 precisely in anticipation of a situation such as the one before us now. It is respectfully submitted that such documents will cease to have any future efficacy or credibility whatsoever if individuals such as PDDONOR/1 who are ostensibly bound by them perceive a willingness on the part of CIA to set aside these carefully worded and legally binding documents whenever a claim (no matter how ill-founded) is advanced. In short, we hope and trust that any decision to pay PDDONOR/1 the $20,000 at issue despite the quitclaim and documented evidence to the contrary will be based on truly compelling security or moral considerations.

John A. Rizzo

14-00000

Mr. George Martin Rosnek

Dear Mr. Rosnek:

Reference is made to your contract with the U. S. Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 26 December 1978, paragraph five (5) entitled "Allowances, Travel and other Expenses" is amended by the deletion of the last sentence in its entirety and by substituting in lieu thereof the following:

"If in the course of this contract you are directed to travel or are authorized to incur other expenses, reimbursement of such expenses will be made on a commuted rate basis, based on constructive cost, while in the Washington metropolitan area. This commuted rate sum will not be reduced by any operational entertainment that may be provided to you."

All other terms and conditions of the contract, as amended, remain in full force and effect.

CENTRAL INTELLIGENCE AGENCY

/s/ Gene L. Byrd

BY ____________________
Special Contracting Officer

ACCEPTED:

/s/
____
George Martin Rosnek

WITNESS:

/s/
____

APPROVED:

/s/
____

2C(3) 08
1/9/79

SOC-2

Mr. George Martin Rosnek

Dear Mr. Rosnek:

Reference is made to your Contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 8 April 1979, paragraph four (4) entitled "Compensation" is amended by deleting the figure $37,270 as it appears therein and by substituting in lieu thereof the figure $41,270. Said paragraph is also modified to provide that subsequent augmentation of your basic fee, based upon the percentage increase authorized U.S. Government employees in the annual Legislative Pay increases, will be individually authorized by contract amendment at appropriate times as requested and certified by the responsible Government official, provided however, that your total compensation under this paragraph does not exceed the equivalent of the salary rate paid at the top step of GS-15.

All other terms and conditions of the contract, as amended, remain in full force and effect.

CENTRAL INTELLIGENCE AGENCY

BY _______________
Special Contracting Officer

ACCEPTED:

____
George Martin Rosnek

WITNESS:

____

APPROVED:

____

GB/gb 4/10/79

Mr. Bruce A. Bertotally

Dear Mr. Bertotally:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 1 March 1970, as amended.

Effective 3 October 1978 paragraph four (4) entitled "Compensation" is amended by deleting the figure $35,327 as it appears therein and by substituting in lieu thereof the figure $37,270.

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY /s/ Richard C. [illegible]
Contracting Officer

Prepared pursuant to amend of 9 Oct 1977. [illegible] request of [illegible]. [illegible] OPD 11 Oct [illegible] request to CPD. [illegible]

RCB/SP
10/12/78

Mr. George Martin Rosnek

Dear Mr. Rosnek:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 9 October 1977 paragraph four (4) entitled "Compensation" is amended by deleting the figure $33,000 as it appears therein and by substituting in lieu thereof the figure $35,327. Said paragraph is also modified to provide that subsequent augmentation of your basic fee, based upon cost-of-living increases, will be individually authorized by contract amendment at appropriate times as requested and certified by the responsible Government official.

All other terms and conditions of the contract, as amended, remain in full force and effect.

CENTRAL INTELLIGENCE AGENCY

BY ______________________
Special Contracting Officer

ACCEPTED:

/S/ 2 Apr 78
George Martin Rosnek Date

WITNESS:

/S/ 2 Apr 78
Date

APPROVED:

[signature] 3 APR 1970
Date

Mr. George Martin Rosnek

Dear Mr. Rosnek:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 16 February 1977 paragraph four (4) entitled "Compensation" is amended by authorizing you a one-time, lump sum taxable payment in the amount of $2,100.

All other terms and conditions of the contract, as amended, remain in full force and effect.

CENTRAL INTELLIGENCE AGENCY

BY ______________________
Special Contracting Officer

ACCEPTED:

/S/ — George Martin Rosnek

2 Apr 78 — Date

WITNESS:

/S/

2 Apr 78 — Date

APPROVED:

[signature]

3 Apr 1978 — Date

ADMINISTRATIVE - INTERNAL USE ONLY

ADMINISTRATIVE - INTERNAL USE ONLY

Mr. George Martin Rosnek

Dear Mr. Rosnek:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 1 June 1977 paragraph five (5) entitled "Allowances, Travel, and other Expenses" is amended by expanding its scope to authorize the concurrent, voluntary, travel of your dependent wife, including the appropriate rate of per diem, when it is determined by the responsible Government official that such travel will support and best serve operational interests and objectives. The extent and destinations of such dependent travel will be as designated and defined by such official and, when in the course of such travel it is determined as a matter of operational necessity or as a matter essential to her health and well being that she remain at some particular place in the course of such travel while you continue on to specific geographical locations in fulfillment of operational missions, continuation of her per diem will be authorized for such periods. All monies advanced or reimbursed you hereunder by the Government and for the purposes herein indicated are determined to be additional income to you and as such considered to be taxable for Federal income tax purposes.

It is also understood and agreed by all concerned, and is herein so confirmed, that this amendment is in no way intended or should be construed as obligating your dependent wife to accompany you on travel abroad, under the terms of this agreement. It is also understood and agreed that the U. S. Government neither infers or assumes any liability of whatsoever nature concerning her health and well being if she freely elects to undertake such travel.

All other terms and conditions of the contract, as amended, remain in full force and effect.

CENTRAL INTELLIGENCE AGENCY

BY ______________________
Special Contracting Officer

ACCEPTED:

/S/ ______________________ 2 Apr 78 ______________
George Martin Rosnek — Date

WITNESS:

/S/ ______________________ 2 Apr 78 ______________
Date

APPROVED:

[signature] ______________________ 3 APR 1978 ______________
Date

14-00000

OGC 78-0606
1-31-78

SECRET

Bertotally, Bruce A.

30 January 1978

MEMORANDUM FOR: Chief, Counterintelligence Staff

VIA: Office of General Counsel, O&MLD, Attention: Mr. John Rizzo

FROM: Charles W. Sandman
Chief, Contract Personnel Division

SUBJECT: Contract Amendment for Mr. George Martin Rosnek

REFERENCE: Memorandum from Chief, CI Staff, dated 20 December 1977

1. (S) Referenced memorandum pertained to a formal request to amend Subject's contract to provide authorization for specific operational expenses.

2. (S) Paragraph five (5) of Subject's current contract, among other things, provided for "other expenses". It is our opinion that the intent here was to provide authorization for expenditures for "Operational" purposes. The language being general and non-restrictive in nature, it would follow that any expenditure deemed by you, as the operating activity, to be of an operational nature, and so authorized, would be within the framework of the authorization and that there would be no need to specifically identify and additionally authorize the item and/or its value. Accordingly no action is taken upon your request, it being presumed that you already have adequate contractual authority.

/s/ Charles W. Sandman

Charles W. Sandman

Concur: Date:

/s/ John A. Rizzo 8 FEB 1978

Office of General Counsel

Distribution:
Orig & 1 - Addressee
1 - OGC/O&MLD
2 - OP/CPD

SECRET

E2 IMPDET
CL BY: 063837

14-00000

Mr. George Martin Rosnek

Dear Mr. Rosnek

Ref. is made to your contract with the U.S. Govt., as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 26 Dec. 1973 paragraph five (5) entitled "Allowances, Travel and other Expenses" is amended by the deletion of the last sentence in its entirety and by substituting in lieu thereof the following:

"If in the course of this contract you are directed to travel or are authorized to incur other expenses, reimbursement of such expenses will be made on a commuted rate basis, based on constructive cost while in the in the Washington metropolitan area. This commuted rate sum will not be xxxxxxxx reduced by any operational entertainment that may be provided to you."

All other terms and conditions of the contract, as amended, remain in full force and effect.

Signature..

14-00000

SECRET

26 DEC 1978

CI 494-78

MEMORANDUM FOR: Contract Personnel Division

FROM : David H. Blee
Chief, Counterintelligence Staff

THROUGH : Chief, Career Management Staff
Manpower and Support Branch/Contract

SUBJECT : Contract Amendment for
Bruce A. BERTOTALLY

1. Action Requested: It is requested that the contract for Bruce A. BERTOTALLY, an Independent Contractor, be amended by changing the last sentence of Paragraph 5, Allowances, Travel, and Other Expenses, to read as follows:

"If, in the course of this contract, you are directed to travel or are authorized to incur other expenses, reimbursement of such expenses will be made on a commuted rate basis, based on constructive cost, while in the Washington metropolitan area. This commuted rate sum will not be reduced by any operational entertainment that may be provided to you."

2. Background: Because of the current wording in paragraph 5 of BERTOTALLY's contract, C/PCS/CSS/B&F believes that a reduction in BERTOTALLY's commuted rate entitlement must be made when operational entertainment (meals) are provided him by his case officer. This interpretation is based on the present wording in the contract stating that reimbursement for expenses will be in "substantial accordance with CIA regulations." Since under CIA regulations a reduction in per diem is effected when meals are provided by the Government, C/PCS/CSS/B&F believes the language of the contract should be amended to permit operational entertainment (meals) to be provided to Subject without resultant deduction in his commuted rate reimbursement.

3. All other terms and conditions of the contract remain in full force and effect.

David H. Blee
David H. Blee

CONCUR:

[signature]
C/CMS

DERIVATIVE CL BY 063765
☐ DECL ☒ REVW ON 2 Dec 98
DERIVED FROM D9C.1

SECRET

14-00000

Mr. Bruce A. Bertotally

Dear Mr. Bertotally

Ref. is made to your contract with the U.S. Govt., as represented by the Central Intelligence Agency, effective 1 March 1970, as amended, and with specific reference to the amendment effective 1 June 1977 pertaining to travel as authorized in paragraph five (5) entitled "Allowances, Travel and other Expenses." Effective 1 June 1977 the last sentence of said paragraph, the sense of which pertains to the imposition and the subjectivety of funds received under the contract to taxes, is deleted in its entirety.

Effective 25 Jan. 1978 said K is further amended by expanding the scope of paragraph four (4), entitled "Compensation to provide for the authorization of a one time lump sum payment in the amount of $1404.

All other terms and conditions of the contract, as amended, remain in full force and effect.

Mr. Bruce A. Bertotally

Dear Mr. Bertotally:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended, with specific reference to the amendment effective 1 June 1977 pertaining to travel as authorized in paragraph five (5) entitled "Allowances, Travel and other Expenses." Effective 1 June 1977 the last sentence of said paragraph, the sense of which pertains to the imposition and the subjectivety of funds received under the contract to taxes, is deleted in its entirety.

Effective 25 January 1978 said contract is furthur amended by expanding the scope of paragraph four (4), entitled "Compensation" to provide for the authorization of a one-time, lump sum payment in the amount of $1,404.

All other terms and conditions of the contract, as amended, remain in full force and effect.

CENTRAL INTELLIGENCE AGENCY

/s/ [illegible]

BY ______________________

Special Contracting Officer

RCB/hgB
1-30-78

14-00000

SECRET

20 DEC 1977

CI 659-77

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : B. Hugh Tovar
Chief, Counterintelligence Staff

THROUGH : Chief, Career Management Staff
Manpower and Support Branch/Contract

SUBJECT : Contract Amendment for
George Martin Rosnek

1. Action Requested: It is requested that the contract for Mr. George Martin Rosnek, an Independent Contractor, be amended effective as of 1 January 1978 to pay him $50.00 per month for the use of his private living quarters as an office. It is also requested that Mr. Rosnek's contract be amended to include the interest payments on a car that he purchased so that he could be ready and available for work when we request him.

2. Background: When CI Staff assumed responsibility for Mr. Rosnek in July 1976, we noted that the Office of Security had an informal arrangement by which it reimbursed Mr. Rosnek $50.00 per month for the use of his private quarters as office space. It is now requested that this arrangement be incorporated into Mr. Rosnek's contract.

On 7 February 1977 former Chief CI Staff agreed to reimburse Mr. Rosnek for the interest payments on a car which he purchased so that he would be ready and available for work when we needed him. The monthly interest charge as of December 1977 is slightly less than $39.00 and it is

E2 IMPDET
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expected to decline steadily as the unpaid balance is amortized over the next two years. It is, therefore, requested that Mr. Rosnek's contract be amended to also include this payment.

All other terms and conditions of said contract, as amended, remain in full force and effect.

B. Hugh Tovar

B. Hugh Tovar

CONCUR:

H. Ric. Olson

C/CMS/MSB/C

23 DEC 1977

Date

14-00000

SECRET

26 JAN 1978

CI 031-78

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : B. Hugh Tovar
Chief, Counterintelligence Staff

THROUGH : Chief, Career Management Staff
Manpower and Support Branch/Contract

SUBJECT : Contract Amendment for
Bruce A. BERTOTALLY

1. Action Requested: It is requested that the contract for Bruce A. BERTOTALLY, an Independent Contractor, be amended retroactive to 1 June 1977 deleting the last sentence of paragraph 3, concerning the taxability of operational travel by his wife, of a previous amendment effective 1 June 1977. It is further requested that a one-time payment of $1,404 to BERTOTALLY be authorized to offset the tax he is required to pay on the $3,100 which represents his wife's travel expenses on their last operational trip abroad, which appeared on BERTOTALLY's W-2 form for 1977 as additional taxable income.

2. Background: After CI Staff assumed responsibility for BERTOTALLY in July 1976, based on requirements developed by the field, he was asked if he would be willing to undertake occasional operational trips abroad for the purpose of briefing and lecturing friendly liaison services and other high-level foreign officials. BERTOTALLY agreed, but was adamant that he would only do so if the Agency would allow his wife to accompany him not only for purposes of companionship but also to enhance his security. Because this was his condition to such overseas operational travel and because it was felt her presence would contribute to his good morale, effectiveness in the performance of his mission, and also preclude his possibly creating potentially embarrassing incidents for us and the host liaison services; Chief,

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CL BY 012208

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CI Staff made a personal commitment to BERTOTALLY that he could indeed have his wife accompany him on any operational trips abroad, if he chose to have her do so, and that her travel expenses would be borne by the Agency. It was understood that her travel expenses would be limited to the cost of her travel and per diem.

Subsequent to this agreement BERTOTALLY took three separate trips abroad accompanied by his wife and one quick trip to Mexico accompanied by his case officer. No problems developed following the first two trips. Vouchers submitted after each trip, claiming their joint costs as operational expenses, were honored without question. However, following their last joint trip abroad her travel expenses of $3,100 were interpreted as additional taxable income. BERTOTALLY considers this a violation of the commitment made to him and has demanded that the Agency pay him a sum equivalent to the additional Federal and state taxes he will have to pay as a result of our unilateral decision on this matter.

Presently we already have three separate trips abroad planned for BERTOTALLY during 1978. We are convinced that unless we reimburse him for the $1,404 additional tax he must pay for 1977 and assure him that his wife can accompany him on future operational trips abroad at Agency expense and without having such expenses declared as additional income, he will refuse to go on any more trips abroad on our behalf.

3. All other terms and conditions of the contract remain in full force and effect.

B. Hugh Tovar

B. Hugh Tovar

CONCUR:

[signature]
C/CMS/MSB/C

26 Jan 78
Date

SECRET

Mr. Bruce A. Bertotally

Dear Mr. Bertotally:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 1 March 1970, as amended.

Effective 9 October 1977 paragraph four entitled "Compensation" is amended by deleting the figure $33,000 as it appears therein and by substituting in lieu thereof the figure $35,327. Said paragraph is also modified to provide that subsequent augmentation of your basic fee, based upon cost-of-living increases, will be individually authorized by contract amendment at appropriate times as requested and certified by the responsible Government official.

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY /s/ Rogers C. Brooks
Contracting Officer

E2 IMPDET
CL by: 063837

RCB/NG
1-13-78

SECRET

5 [illegible] 1978

CI 001-78

MEMORANDUM FOR: Director of Personnel

ATTENTION : Chief, Contract Personnel Division

FROM : B. Hugh Tovar
Chief, Counterintelligence Staff

THROUGH : Chief, Career Management Staff
Manpower and Support Branch/Contracts

SUBJECT : Contract Amendment for
George Martin Rosnek

1. Action Requested: It is requested that the contract for Mr. George Martin Rosnek, an Independent Contractor, be amended retroactive to 9 October 1977 to increase his compensation from $33,000 per annum to $35,327. This represents a cost of living increase of 7.05 per cent. (It is further requested that a clause be included in Mr. Rosnek's contract to the effect that he is entitled to the equivalent of any future cost-of-living increases granted to Agency employees.)

2. Background: Mr. Rosnek was recruited by the Agency in Switzerland in 1962 and promised $25,000 per year while working as an agent in place. He later defected to this country. In July 1976 responsibility for him was transferred from the Office of Security to the CI Staff and he continues to be of great assistance to this Staff as well as to the FBI.

E2 IMPDET
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The remuneration that he receives from the Agency is his family's sole means of support. He was given cost-of-living increases in the past and when CI Staff assumed responsibility for him he was assured by the Chief, CI Staff that he would continue to receive such increases in the future. In early December 1977 he inquired why his pay did not already reflect the 7.05 per cent increase given to Agency employees in October. We believe it to be in the best interests of the US Government to honor all commitments made to him and to assure that he continues to identify himself positively with the Agency.

All other terms and conditions of said contract, as amended, remain in full force and effect.

B. Hugh Tovar

CONCUR:

C/CMS/MSB/C

Date 9 Jan 77

SECRET

14 November 1977

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : Chief, PCS/CSS/B&F
Terrell W. Hutchison

SUBJECT : Contract Amendment - Bruce A. BERTOTALLY (P)

REFERENCE : A. Our Memorandum of 29 June 1977
B. Our Memorandum of 28 September 1977

In regards to referenced memorandums, we were telephonically advised by your office that subject's contract was being amended to provide that the travel expenses of subject's wife represented taxable compensation. As we are nearing the end of the tax year, it would be appreciated if the amendment could be provided in the near future in order that these payments can be included in subject's earning's statements. Thanks.

T. Hutchison
Terrell W. Hutchison

SECRET E2 IMPDET CL BY 061922

SECRET

29 June 1977

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : Chief, PCS/CSS/B&F
Terrell W. Hutchison

SUBJECT : Contract Amendment - Bruce A. BERTOTALLY

1. We are in receipt of a copy of subject contract amendment dated 27 June 1977. To administer the conditions of this amendment, there are two questions which come to mind:

a. The amendment provides that travel of subject's dependent wife may be authorized "when it is determined by the responsible Government official that such travel will support and best serve operational interests and objectives." Under the provisions of HR 22-2a (18) (now in the process of amendment), TDY travel for dependents of an employee must be approved by a Deputy Director. Further, under the OGC ruling 77-1264, TDY travel for a dependent "should not be authorized, save the Deputy Director's discretion. It should be changed to preclude any possible interpretation of which would give rise to TDY junkets for wives and dependents at Government expense." While it is recognized that subject is in fact an Independent Contractor, the entire subject of dependents TDY travel is a delicate issue, and because of this, we ask that your office identify the level of the "responsible Government official" who must approve the operational necessity travel of subject's wife.

REFERENCE

SECRET

E 2 IMPDET CL BY 061932

b. Query, if the TDY travel of subject's wife is in fact properly approved, not as an operational necessity, but for matters "essential to her health", do these payments in fact become taxable income. The regulations define an Independent Contractor as a self-employed individual who may be paid a fee for certain services or products, and generally contracts provide for reimbursement for necessary operational expenses. We have no difficulty in certifying the wife's travel when it can be classified as an operational necessity. However, as both references provide authority only to Deputy Directors to approve dependent operational TDY travel, this also gives rise as to what level of authority is required to authorize travel for a dependent wife to accompany her husband on a TDY trip "as a matter essential to her health." It is requested that we be advised of the level of the "resonsible Government official" who can approve such travel. Further, as subject's contract draws a line between the operational necessity travel and that travel essential to her health, we would appreciate being advised if the non-operational travel payments for subject's wife represents taxable income.

Terrell W. Hutchison

PCS/CSS/B&F/TWHutchison:nr

Distribution:
Orig. & 1 - C/Contract Personnel Division

E 2 IMPDET CL BY 011922

SECRET

28 September 1977

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : Chief, PCS/CSS/B&F
Terrell W. Hutchison

SUBJECT : Contract Amendment - Bruce A. BERTOTALLY (S)

REFERENCE : Our Memorandum of 29 June 1977

A response to our referenced memorandum (copy attached) would be appreciated.

Terrell W. Hutchison

28 September 1977

PCS/CSS/B&F/T. W. Hutchison:nrr

Distribution:
Orig. & 1 - CPD
1 - B&F files

SECRET

E2 IMPDET CL BY 061922

7 Oct. 1977

As of this date a full search has been made of CPD for whereabouts of subject's file. Our records indicate that it was charged out to Jim Harris in July probably in reference to question raised by Terry Hutchinson on dependent travel. He has searched and his secy has searched OGC with no success.

On 6 Oct Chuck Sandman John Rizzo and undersigned met with Brad Abernathy con- Terry's questions. We all agreed that any sums expended on Bertotally's wife travel should be considered as taxable additional income that in regard to his question re approval authority for travel - Chief CI. We also covered point as to travel of our independent contractors in conformance with Govt rules and Reg. and Abernathy and John R. indicated acceptance of the situation.

Mr. Bruce A. Bertotally

Dear Mr. Bertotally:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 1 March 1970.

Effective 1 June 1977 paragraph five (5) entitled "Allowances, Travel and other Expenses" is amended by expanding its scope to authorize the concurrent, voluntary, travel of your dependent wife, including the appropriate rate of per diem, when it is determined by the responsible Government official that such travel will support and best serve operational interests and objectives. The extent and destinations of such dependent travel will be as designated and defined by such official and, when in the course of such travel it is determined as a matter of operational necessity or as a matter essential to her health and well being that she remain at some particular place in the course of such travel while you continue on to specific geographical locations in fulfillment of operational missions, continuation of her per diem will be authorized for such periods. All monies advanced or reimbursed you hereunder by the Government and for the purposes herein indicated are determined to be additional income to you and as such considered to be taxable for federal income tax purposes.

It is also understood and agreed by all concerned, and is herein so confirmed, that this amendment is in no way intended or should be construed as obligating your dependent wife to accompany you on travel abroad, under the terms of this agreement. It is also understood and agreed that the U. S. Government neither infers or assumes any liability of whatsoever nature concerning her health and well being if she freely elects to undertake such travel.

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY /s/ Rogers C. Brooke
Contracting Officer

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CL BY: 063837

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10/17/77

SECRET

17 October 1977

MEMORANDUM FOR: Chief PCS/CSS/B&F

FROM : DC/CPD

SUBJECT : Contract amended Bruce A. BERTOTALLY

REFERENCE : Your memorandum, subject as above, dated 29 June 1977

Your referenced memorandum raised two basic questions in regard to an amendment effected to the contract of Bruce Bertotally. To determine the answers a meeting was held 6 October 1977 with discussion and decision by those present: Brad Abernathy SSA/DDA, John Rizzo for the General Counsel and Charles Sandman with Rogers C. Brooks for CPD.

In subparagraph (a) of your memorandum you requested identification of the level of the responsible Government official who must approve the operational necessity travel of subject's wife. The Chief CI Staff was so identified.

Subparagraph (b) basically related to the taxability or non taxability of funds made available and relating to the dependent wife's travel. It was the consensus and agreement of all present that all such funds should be considered as additional compensation and taxable.

/s/ Rogers C. Brooks

Rogers C. Brooks

E2IMPDET
CL BY: 063837

SECRET

SECRET

28 September 1977

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : Chief, PCS/CSS/B&F
Terrell W. Hutchison

SUBJECT : Contract Amendment - Bruce A. BERTOTALLY (S)

REFERENCE : Our Memorandum of 29 June 1977

A response to our referenced memorandum (copy attached) would be appreciated.

T. Hutchison
Terrell W. Hutchison

28 September 1977
PCS/CSS/B&F/T. W. Hutchison:nrr

SECRET

E2 IMPDET CL BY 061922

SECRET

29 June 1977

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : Chief, PCS/CSS/B&F
Terrell W. Hutchison

SUBJECT : Contract Amendment - Bruce A. BERTOTALLY

1. We are in receipt of a copy of subject contract amendment dated 27 June 1977. To administer the conditions of this amendment, there are two questions which come to mind:

a. The amendment provides that travel of subject's dependent wife may be authorized "when it is determined by the responsible Government official that such travel will support and best serve operational interests and objectives." Under the provisions of HR 22-2a (18) (now in the process of amendment), TDY travel for dependents of an employee must be approved by a Deputy Director. Further, under the OGC ruling 77-1264, TDY travel for a dependent "should not be authorized, save the Deputy Director's discretion. It should be changed to preclude any possible interpretation of which would give rise to TDY junkets for wives and dependents at Government expense." While it is recognized that subject is in fact an Independent Contractor, the entire subject of dependents TDY travel is a delicate issue, and because of this, we ask that your office identify the level of the "responsible Government official" who must approve the operational necessity travel of subject's wife.

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b. Query, if the TDY travel of subject's wife is in fact properly approved, not as an operational necessity, but for matters "essential to her health", do these payments in fact become taxable income. The regulations define an Independent Contractor as a self-employed individual who may be paid a fee for certain services or products, and generally contracts provide for reimbursement for necessary operational expenses. We have no difficulty in certifying the wife's travel when it can be classified as an operational necessity. However, as both references provide authority only to Deputy Directors to approve dependent operational TDY travel, this also gives rise as to what level of authority is required to authorize travel for a dependent wife to accompany her husband on a TDY trip "as a matter essential to her health." It is requested that we be advised of the level of the "resonsible Government official" who can approve such travel. Further, as subject's contract draws a line between the operational necessity travel and that travel essential to her health, we would appreciate being advised if the non-operational travel payments for subject's wife represents taxable income.

Terrell W. Hutchison

PCS/CSS/B&F/TWHutchison:nr

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Orig. & 1 - C/Contract Personnel Division

SECRET

E2 IMPDET CL BY 261722

22 [illegible]

CI 375-77

MEMORANDUM FOR: Chief, Contract Personnel Division

FROM : B. Hugh Tovar
Chief, Counterintelligence Staff

SUBJECT : Amendment to Contract for
Bruce A. BERTOTALLY (P)

1. Action Requested: It is requested that paragraph five (5) entitled "Allowances, Travel and other expenses" of Bruce A. BERTOTALLY's contract dated 1 March 1970, as amended, be further amended effective 1 June 1977 to permit his wife to accompany him on travel abroad.

2. Background: As an independent contractor Bruce A. BERTOTALLY's contract makes no provision for his wife to accompany him when traveling abroad at our request. This amendment will make such travel possible when at the option and direction of the Central Intelligence Agency it is believed that such travel will materially improve his cover and security and substantially contribute to the performance of his mission. The requested change in paragraph five (5) should in no way obligate BERTOTALLY's wife to accompany her husband on travel abroad nor does it assume any liability if she freely elects to make such travel.

All other terms and conditions of the contract remain in full force and effect.

Signed: Leonard McCoy
B. Hugh Tovar

E2 IMPDET
CL BY 019359

SECRET

(TBM)
064510
20/127 5593

Mr. Bruce A. Bertotally

Dear Mr. Bertotally:

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effectivell March 1970.

Effective 1 June 1977 paragraph five (5) entitled "Allowances, Travel and other Expenses" is amended by expanding its scope to authorize the concurrent, voluntary, travel of your dependent wife, including the appropriate rate of per diem, when it is determined by the responsible Government official that such travel will support and best serve operational interests and objectives. The extend and destinations of such dependent travel will be as designated and defined by such official and, when in the course of such travel it is determined as a matter of operational necessity or as a matter essential to her health and well being that she remain at some particular place in the course of such travel while you continue on to specific geographical locations in fulfillment of operational missions, continuation of her per diem will be authorized for such periods.

It is also understood and agreed by all concerned, and is herein so confirmed, that this amendment is in no way intended or should be construed as obligating your dependent wife to accompany you on travel abroad, under the terms of this agreement. It is also understood and agreed that the U. S. Government neither infers or assumes any liability of whatsoever nature concerning her health and well being if she freely elects to undertake such travel.

Reimbursement, payment and accounting for the foregoing shall be in substantial conformance with CIA regs and regulations.

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

/s/ Rogers C. Brooks

BY ______________________
Contracting Officer

E2 IMPDET
CL by: 063837

14-00000

SECRET

Mr. Bruce A. Bertotally

Dear Mr. Bertotally:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970.

Effective 1 March 1975, said contract is amended by revising the first sentence of paragraph four (4) entitled "Compensation" to read as follows:

> "You will be compensated by the Central Intelligence Agency at the rate of twenty-five thousand, two hundred fifty dollars ($25,250) per year."

All other terms and conditions of the contract remain in full force and effect.

CENTRAL INTELLIGENCE AGENCY

BY _______________
Special Contracting Officer

ACCEPTED:

____
Bruce A. Bertotally

WITNESS:

____

APPROVED:

____

MICROFILMED
JULY 1...

E2IMPDET
CL by: 063837

SECRET

14-00000

[redacted]

Dear [redacted]

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970.

Effective 1 March 1976, said contract is amended by revising the first sentence of paragraph four (4) entitled "Compensation" to read as follows:

> "You will be compensated by the Central Intelligence Agency at the rate of Twenty-Six Thousand Five Hundred Thirteen Dollars ($26,513) per year."

All other terms and conditions of said contract remain in full force and effect.

Please acknowledge by signing in the space provided below.

CENTRAL INTELLIGENCE AGENCY

BY ______________________
Special Contracting Officer

ACCEPTED:

[redacted]

April 8, 1976
Date

WITNESS:

______________________ 8 April 1976
Date

APPROVED:

______________________ 2 July 76
Date

Certified to be a true copy of the signed original which is on file in the Office of Security.

Edwin A. Reetz
Chief, Budget and Fiscal Branch
Office of Security

MICROFILMED
JULY 1977

SECRET

14-00000

ADMINISTRATIVE
INTERNAL USE ONLY

Mr. Bruce A. BERTOTALLY

Dear Mr. Bertotally:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 1 October 1976, said contract is amended by revising the first sentence of paragraph four (4) entitled "Compensation" to read as follows:

"You will be compensated by the Central Intelligence Agency at the rate of Twenty-Eight Thousand One Hundred and Three dollars ($28,103.00) per year."

All other terms and conditions of said contract, as amended remain in full force and effect.

Please acknowledge by signing in the space provided below.

CENTRAL INTELLIGENCE AGENCY

BY [signature] 12 OCT 1976
Special Contracting Officer

APPROVED: [signature]
Chief, Contract Personnel Division
October 12, 1976
Date

ACCEPTED:

/s/ Bruce A. BERTOTALLY

WITNESS:

[signature]

12 October 1976
Date

APPROVED:

MICROFILMED
JULY 1977

Date

Certified to be a true copy of the signed original which is on file in CI Staff.

ADMINISTRATIVE
INTERNAL USE ONLY

[signature]
Ruth I. Malecki 10/29/76
Personnel Officer
CI Staff

ADMINISTRATIVE
INTERNAL USE ONLY

Mr. Bruce A. BERTOTALLY

Dear Mr. Bertotally:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970.

Effective 1 December 1976 said contract is amended by deleting the figures $12.50 and $603.52 as they appear in subparagraph (a) of paragraph six (6) entitled "Negotiated Benefits" and by substituting in lieu thereof the figures $18.75 and $900.04 respectively.

All other terms and conditions of the contract remain in full force and effect.

CENTRAL INTELLIGENCE AGENCY

BY Charles W. Steadman
Special Contracting Officer

ACCEPTED:

/s/ Bruce A. BERTOTALLY

WITNESS:

G. Allen Hanley
9 Dec 1976

APPROVED:

Malas

Certified to be a true copy of the signed original which is on file in CI Staff.

Ruth I. Malecki 12/14/76
Ruth I. Malecki
Personnel Officer

MICROFILMED
JULY 1977

Rec'd 12/15/76
TH

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INTERNAL USE ONLY

ADMINISTRATIVE
INTERNAL USE ONLY

Bruce A. BERTOTALLY

Dear Mr. BERTOTALLY

Reference is made to your contract with the United States Government, as represented by the Contracting Officer, effective 1 March 1970, as amended.

Effective 16 February 1977 paragraph four (4) entitled "Compensation" is amended by authorizing you a one-time, lump sum, taxable payment in the amount of $2,100.

All other terms and conditions of the contract, as amended, remain in full force and effect.

UNITED STATES GOVERNMENT

BY [signature]
Contracting Officer

Certified to be a true copy of the signed original which is on file in CI Staff.

[signature]
Ruth I. Malecki
Personnel Officer
23 February 1977

MICROFILMED
JUL 1977

ADMINISTRATIVE
INTERNAL USE ONLY

ADMINISTRATIVE
INTERNAL USE ONLY

Bruce A. BERTOTALLY

Dear Mr. BERTOTALLY

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 1 March 1977, said contract is amended by revising the first sentence of paragraph four (4) entitled "Compensation" to read as follows:

"You will be compensated by the Central Intelligence Agency at the rate of Thirty-three thousand dollars ($33,000) per year."

All other terms and conditions of said contract, as amended remain in full force and effect.

Please acknowledge by signing in the space provided below.

Pay Card adj
Pen adj 10/7/77

CENTRAL INTELLIGENCE AGENCY

BY Charles W. [signature]
Special Contracting Officer

ACCEPTED:

George Martin Rosnek — May 3, 1977
George Martin Rosnek — Date

WITNESS:

Allen F. Harvey — 3 May 1977
Date

APPROVED:

MICROFILMED
JULY 1977

B. Hugh Tovar — 4 MAY 1977
Date

Certified to be a true copy of the signed original which is on file in CI Staff.

Ruth I. Malecki
Ruth I. Malecki
Personnel Officer

ADMINISTRATIVE
INTERNAL USE ONLY

14-00000

Mr. Bruce A. BERTOTALLY SECRET

Dear Mr. Bertotally:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970.

Effective 1 March 1973 said contract is amended by revising the first sentence of paragraph four (4) entitled "Compensation" to read as follows:

> You will be compensated by the Central Intelligence Agency at the rate of Twenty-Two Thousand Two Hundred Fifty Dollars ($22,250) per year."

All other terms and conditions of said contract remain in full force and effect.

Please acknowledge by signing in the space provided below.

UNITED STATES GOVERNMENT
As Represented by the
CENTRAL INTELLIGENCE AGENCY
By:

Kenneth C. Ruhnert
Contracting Officer

ACCEPTED:

/s/ Bruce A. BERTOTALLY   Date: March 16, 1973

WITNESS:

/s/ Bruce L. Solie   Date: 16 March 1973

Certified to be a true copy of the signed original which is on file in the Office of Security.

Edwin A. Reetz 20 MAR 1973
Edwin A. Reetz
Chief, Budget and Fiscal Branch
Office of Security

SECRET

E2IMPDET
CLby: 026715

Mr. Bruce A. BERTOTALLY

Dear Mr. BERTOTALLY: 064010 20/71

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970.

Effective 1 March 1974, said contract is amended by revising the first sentence of paragraph four (4) entitled "Compensation" to read as follows:

"You will be compensated by the Central Intelligence Agency at the rate of Twenty-Three Thousand Seven Hundred Fifty Dollars ($23,750) per year."

All other terms and conditions of said contract remain in full force and effect.

Please acknowledge by signing in the space provided below.

CENTRAL INTELLIGENCE AGENCY

BY [signature]
Special Contracting Officer

M
7/75

ACCEPTED:

/s/ Bruce A. BERTOTALLY — May 9, 1974
Date

WITNESS:

[signature] — 9 May 1974
Date

APPROVED:

[signature] — 17 May 74
Date

Certified to be a true copy of the signed original which is on file in the Office of Security.

[signature]
Edwin A. Reetz
Chief, Budget and Fiscal Branch
Office of Security

E2IMPDET
CL by: 063837

SECRET

PSEUDONYM		Nº 10392
BERTOTALLY, Bruce A.		
SPONSORING COMPONENT: Office of Security/SRS	CASE OFFICER: Bruce L. Solie	EXTENSION: 7682 RL 9126

PERSONAL DATA	EMPLOYMENT STATUS: Independent Contractor	EFFECTIVE DATE: 1 March 1969	CITIZENSHIP: Alien
CURRENT PCS POST: Washington, D. C.	FUTURE PCS POST (EFFECTIVE DATE): Washington, D. C.		DATE OF BIRTH:

DEPENDENT INFORMATION (Names NOT Required) ATTACH FORM 313 OR W-4

RELATIONSHIP	DATE OF BIRTH	CITIZENSHIP	RESIDE WITH SUBJECT, IF NOT, WHERE

IS SPOUSE UNDER CONTRACT OR EMPLOYED BY WOFACT	YES	NO X	IF YES, PROVIDE PSEUDONYM

COVER DATA	EFFECTIVE DATE OF COVER: N. A.	SOCIAL SECURITY TAXES TO BE WITHHELD BY COVER	YES	NO

OFFICIAL COVER		NONOFFICIAL COVER		
UNREAD		BONAFIDE	PROPRIETARY	DEVISED
OTHER (Specify)		OTHER (Specify)	COVER FACILITY CRYPTONYM	

COVER, SALARY AND ALLOWANCES (Per Annum)	SALARY $	ALLOWANCE $		
PAY PERIOD USED BY COVER	WEEKLY	BIWEEKLY	MONTHLY	SEMI-MONTHLY

TYPE OF TAX DOCUMENTATION TO BE ISSUED BY COVER

REMARKS (Pertinent to Personal or Cover Data)

WOFACT DATA	PAYMENT OF COMPENSATION	HEADQUARTERS	FIELD	(EFFECTIVE DATE)	(AMOUNT) $

WOFACT TO REPORT				DEVISED FACILITY ACCOUNT NO.
	UNREAD 1099	UNGOLD 1099	DEVISED FACILITY 1099	
	X UNREAD W-2	UNGOLD W-2	DEVISED FACILITY W-2	

IF SUBJECT IS UNDER NONOFFICIAL COVER CONSULTATION WITH THE COVERT TAX COMMITTEE IS REQUIRED

For completion by Central Cover Staff	A TAX ASSESSMENT	WILL Not Applicable
		WILL NOT BE ASSIGNED BY THE COVERT TAX COMMITTEE

COMMENTS # Prior to preparing Form W-2 call Mr. Reetz, X5345, for address

Income and social security taxes will be withheld.
O/SEC will handle filing of state estimated tax returns.

APPROVAL		AUTHENTICATION	
DATE	SIGNATURE/CENTRAL COVER STAFF	DATE	SIGNATURE RESPONSIBLE OFFICER
Jun 25 69	George S. Powell (signature)	6/25/69	(signature) Bruce L. Solie

DISTRIBUTION: SIGNED ORIG. TO OFFICE OF FINANCE, COPY TO CENTRAL COVER, COPY TO FILE

FORM 9-66 313a USE PREVIOUS EDITIONS SECRET GROUP 1 Excluded from automatic downgrading and declassification (30)

SECRET

NOTE: DETACH THIS PORTION OF FORM AND DISTRIBUTE SEPARATELY Nº 10392

IF SOCIAL SECURITY NO IS NOT AVAILABLE, HAVE FORM NO SS-5 "APPLICATION FOR SOCIAL SECURITY ACCOUNTS" COMPLETED AS PROVIDED IN DETAILED PROCEDURES.	SOCIAL SECURITY NO. 577 - 74 - 5121	SPOUSE'S SOCIAL SECURITY NO
ADDRESS OF RECORD (IN U.S.) # See above	ADDRESS (Foreign)	

DISTRIBUTION: SIGNED ORIG. TO OFFICE OF FINANCE, COPY TO CENTRAL COVER, COPY TO FILE

FORM 9-66 313a USE PREVIOUS EDITIONS SECRET GROUP 1 Excluded from automatic downgrading and declassification (30)

14-00000

Empl # 064010

Per your request, the following is a breakdown of additional retroactive salary for the period 1 March -31 May 1977. This will be included with normal salary check for the month of June.

Gross	Fica	Fedtax	Stx	Net
1,224.27	*20.40	401.10	85.44	717.33

New normal salary effective 1-30 June 1977 is as follows.

Gross	Fica	Fedtax	Stx	Hosp	Net
2,750.00	0	608.07	170.08	18.75	1953.10

*Fica Max reached for tax year. Stopped effective 1 June 1977

14-00000

Roll 20

SPEED LETTER

REPLY REQUESTED: YES / NO

DATE: 2 May 1975

LETTER NO.

TO : Chief, C&TD/OF

ATTN: Special Payroll Ops - Sandy Smith

FROM: OS/B&F - Edwin A. Reetz
4E71 Hqs

SUBJECT: Bruce A. BERTOTALLY #064010 - Independent Contractor

Attached is an amendment to Subject's contract increasing his compensation from $23,750 to $25,250 per annum effective 1 March 1975. Withholding of North Carolina state tax should be increased from $125 to $130 per month concurrent with the effective date of this amendment. I trust it is not too late to include the increase plus adjustment for March with his April pay. Your assistance is appreciated as always.

Edwin A. Reetz
SIGNATURE

REPLY

DATE

SIGNATURE

RETURN TO ORIGINATOR

FORM 5-67 1831 USE PREVIOUS EDITIONS

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Bruce A. BERTOTALLY

Mr. BERTOTALLY (P)

/s/

Bruce A. BERTOTALLY

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Mr. Bruce A. BERTOTALLY (P)

Dear Mr. BERTOTALLY:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970.

Effective 1 March 1971 said contract is amended by revising the first sentence of paragraph four (4) entitled "Compensation" to read as follows:

> "You will be compensated by the Central Intelligence Agency at the rate of Nineteen Thousand Five Hundred Dollars (19,500.00) per year."

All other terms and conditions of said contract remain in full force and effect.

Please acknowledge by signing in the space provided below.

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MICROFILMED

UNITED STATES GOVERNMENT
As Represented by the
CENTRAL INTELLIGENCE AGENCY
By:

Kenneth C. Rushmach
Contracting Officer

ACCEPTED:

/S/ Bruce A. BERTOTALLY Date: 12 February 1971

WITNESS:

/S/ Bruce L. Solie Date: 12 February 1971

Certified to be a true copy of the signed original which is on file in the Office of Security.

Edwin A. Reetz
Edwin A. Reetz 10 1971
Chief, Budget and Fiscal Branch
Office of Security

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Mr. Bruce A. BERTOTALLY

Dear Mr. Bertotally:

Reference is made to your contract with the United States Government, as represented by the Central Intelligence Agency, effective 1 March 1970, as amended.

Effective 1 March 1972 said contract, as amended, is further amended as set forth below:

(a) The first sentence of paragraph four (4) entitled "COMPENSATION" is revised to read as follows:

"You will be compensated by the CIA at the rate of Twenty-one Thousand Dollars ($21,000) per year."

(b) Sub-paragraph (a) of paragraph six (6) entitled "NEGOTIATED BENEFITS" is deleted, and in lieu thereof the following is substituted:

"6(a): You presently have a private health insurance plan for yourself and your wife. It is understood and agreed that you will bear a portion of the total premium cost of said plan; this organization will bear the remainder. Your portion is herein established at $12.50 per month and will be deducted from contractual payments due you. The total annual premium cost of said plan is presently $603.52. If required, the Government's portion may be paid yearly, in advance."

All other terms and conditions of said contract, as amended, remain in full force and effect.

Please acknowledge by signing in the space provided below.

UNITED STATES GOVERNMENT
As Represented by the
CENTRAL INTELLIGENCE AGENCY
By:

Kenneth C. Rushmach
Contracting Officer

ACCEPTED:

/S/ Bruce A. BERTOTALLY Date: February 29, 1972

WITNESS:

/S/ Bruce L. Solie Date: February 29, 1972

Certified to be a true copy of the signed original which is on file in the Office of Security.

Edwin A. Reetz 1 MAR 1972
Edwin A. Reetz Jr.
Chief, Budget and Fiscal Branch
Office of Security

SECRET

Mr. Bruce A. BERTOTALLY (P)

Dear Mr. BERTOTALLY:

Reference is made to your contract with the UNITED STATES GOVERNMENT, as represented by the CENTRAL INTELLIGENCE AGENCY, effective 1 March 1969. Effective 1 March 1970 said contract is herein terminated by mutual consent of the parties thereto, and in lieu thereof the following agreement is substituted.

The UNITED STATES GOVERNMENT, as represented by the CENTRAL INTELLIGENCE AGENCY, hereby contracts with you under the following terms and conditions:

1. STATUS. Your legal status under this contract is that of an independent contractor or consultant. You are not considered an employee of the UNITED STATES GOVERNMENT by virtue of this contract. You will be required to hold yourself available at all times to fulfill requests made of you by the CENTRAL INTELLIGENCE AGENCY or to respond to tasks requested of you by the CENTRAL INTELLIGENCE AGENCY. You will refrain from engaging in other gainful employment or occupation until approval has been received from the CENTRAL INTELLIGENCE AGENCY. Instructions furnished to you pursuant to this contract and within the terms hereof shall be as binding upon you as if included in the written terms hereof.

2. COMMUNICATION. In all relationships with the CENTRAL INTELLIGENCE AGENCY you will accept requests, tasks and relevant instructions from an individual hereinafter referred to as the "Authorized Government Represent tive." He will be fully authorized to discuss matters with you relating to your responsibilities under this contract including, but not limited to, cover arrangements, place of assignment, conditions of work or any other matters relating to your relationship with the CENTRAL INTELLIGENCE AGENCY.

3. COVER AND SECURITY. In the performance of your responsibilities hereunder, appropriate arrangements will be made regarding cover and general security conditions. You may be required to execute certain documents in the course of establishing cover arrangements but it is to be expressly understood that such documents are solely for the purpose of cover and security and confer no additional legal rights or obligations and that all of your rights and obligations with respect to the CENTRAL INTELLIGENCE AGENCY derive solely from this agreement. In connection with cover and security you will be provided from time to time specific instructions by the Authorized Government Representative and you will be required to adhere precisely to such instructions.

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4. COMPENSATION. You will be compensated by the CENTRAL INTELLIGENCE AGENCY at the rate of Eighteen Thousand Five Hundred Dollars ($18,500.00) per year. Payment of this compensation shall be monthly in accordance with arrangements acceptable to the Authorized Government Representative. This sum is subject to Federal income taxes and to such income tax laws as are applicable to your place of residence. Additionally, this compensation is subject to FICA taxes. The current rates and method of payment will be in accordance with applicable laws and the security instructions issued by the Authorized Government Representative. Payment of all taxes and preparation of necessary tax returns are your personal obligation and responsibility but in accord with appropriate security instructions which will be furnished by the Authorized Government Representative.

5. ALLOWANCES, TRAVEL AND OTHER EXPENSES. If, in the course of fulfilling your responsibilities under this agreement, monetary allowances would be payable under general UNITED STATES GOVERNMENT rules and regulations, you will be paid such monetary allowances in substantial accordance with those laws and regulations. If, in the course of this contract, you are directed to travel or are authorized to incur other expenses, reimbursement for expenses will be made by the CENTRAL INTELLIGENCE AGENCY in substantial accordance with applicable CENTRAL INTELLIGENCE AGENCY regulations.

6. NEGOTIATED BENEFITS.

a. You presently have a private health insurance plan for yourself and your wife paid until late December 1970. Prior to the expiration date of the current policy the CENTRAL INTELLIGENCE AGENCY has the option of paying premiums on the current policy until 1 March 1972 or enrolling you in a health insurance program for selected contract individuals of the CENTRAL INTELLIGENCE AGENCY subject to all the terms and conditions of that program. The CENTRAL INTELLIGENCE AGENCY will pay the premiums on either insurance coverage until 1 March 1972. However, any new contract will include an appropriate clause providing that this organization will bear a portion of the total premium cost of any health insurance and you will bear the remainder.

b. The CENTRAL INTELLIGENCE AGENCY will endeavor to arrange for you to secure a term life insurance policy with a face value of $15,000.00. This policy contains no additional accidental death benefits. The premiums for the policy will be your personal responsibility. The current premium charge is $12.00 per month.

c. (1) Subject to the priorities of work you are herein authorized twenty-one (21) work days vacation with pay per contract year to be taken only at times and places approved in advance by the Authorized Government Representative. Vacation time is not accruable and will not be carried over from year to year. Payment for unused vacation time will not be authorized.

(2) If incapacitated for work due to illness, injury and the like, your compensation may be continued for periods not to exceed a total of thirteen (13) working days per contract year. Periods of absence in excess of three (3) consecutive days will require a doctor's certificate. Like vacation time, this benefit is not accruable and will not be carried over from year to year. Cash payment in lieu of this benefit will not be authorized.

7. SECRECY OBLIGATION. You will be required to keep forever secret this agreement and all information which you may obtain by reason hereof (unless released in writing by the CENTRAL INTELLIGENCE AGENCY from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution under the espionage laws, as amended, and other applicable laws and regulations. Your relationship with the CENTRAL INTELLIGENCE AGENCY and this contract must be kept secret and you may not discuss any aspect of this relationship and contract with any person other than the Authorized Government Representative or such other person as he may specifically approve.

8. UNAUTHORIZED COMMITMENTS. No promises or commitments pertaining to rights, privileges, or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the CENTRAL INTELLIGENCE AGENCY.

9. TERM. This agreement is effective as of 1 March 1970 and shall be for a term of two (2) years. At the end of that period this contract shall be deemed to be renewed for another year unless notice of termination has been furnished to you thirty (30) days in advance. Thereafter the contract will be renewed automatically on similar terms and conditions. This contract may be terminated at any time by either party upon furnishing thirty (30) days advance notice. Upon termination of this contract or renewals thereof, including amendments, if any, the CENTRAL INTELLIGENCE AGENCY will undertake to assist you in obtaining gainful employment or to provide continuing compensation to assure you that you will be able to maintain a reasonable standard of living. This undertaking is contingent upon your fulfilling the terms of

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this contract and the continuing compliance with the secrecy obligations imposed on you by paragraph 7 of this contract and the provisions of any secrecy agreement which you have signed with the CENTRAL INTELLIGENCE AGENCY

UNITED STATES GOVERNMENT
As Represented by the
CENTRAL INTELLIGENCE AGENCY
By:

/s/ Kenneth C. Rushmack

Contracting Officer

Date: 6 March 1970

ACCEPTED:

/S/ Bruce A. BERTOTALLY Date: 6 March 1970

WITNESS:

/S/ Bruce L. Solie Date: 6 March 1970

Certified to be a true copy of the signed original which is on file in the Office of Security.

Edwin A. Reetz 19 MAR 1970
Edwin A. Reetz
Chief, Budget and Fiscal Branch
Office of Security

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SECRET

Group 1
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downgrading and
declassification

Bruce A. BERTOTALLY (P)

Dear Mr. BERTOTALLY,

The UNITED STATES GOVERNMENT, as represented by the CENTRAL INTELLIGENCE AGENCY, hereby contracts with you under the following terms and conditions:

1. STATUS. Your legal status under this contract is that of an independent contractor or consultant. You are not considered an employee of the UNITED STATES GOVERNMENT by virtue of this contract. You will be required to hold yourself available at all times to fulfill requests made of you by the CENTRAL INTELLIGENCE AGENCY or to respond to tasks requested of you by the CENTRAL INTELLIGENCE AGENCY. You will refrain from engaging in other gainful employment or occupation until approval has been received from the CENTRAL INTELLIGENCE AGENCY. Instructions furnished to you pursuant to this contract and within the terms hereof shall be as binding upon you as if included in the written terms hereof.

2. COMMUNICATION. In all relationships with the CENTRAL INTELLIGENCE AGENCY you will accept requests, tasks and relevant instructions from an individual hereinafter referred to as the "Authorized Government Representative." He will be fully authorized to discuss matters with you relating to your responsibilities under this contract including, but not limited to, cover arrangements, place of assignment, conditions of work or any other matters relating to your relationship with the CENTRAL INTELLIGENCE AGENCY.

3. COVER AND SECURITY. In the performance of your responsibilities hereunder, appropriate arrangements will be made regarding cover and general security conditions. You may be required

to execute certain documents in the course of establishing cover arrangements but it is to be expressly understood that such documents are solely for the purpose of cover and security and confer no additional legal rights or obligations and that all of your rights and obligations with respect to the CENTRAL INTELLIGENCE AGENCY derive solely from this agreement. In connection with cover and security you will be provided from time to time specific instructions by the Authorized Government Representative and you will be required to adhere precisely to such instructions.

4. COMPENSATION. You will be compensated by the CENTRAL INTELLIGENCE AGENCY at the rate of Sixteen Thousand Five Hundred Dollars ($16,500.00) per year. Payment of this compensation shall be monthly in accordance with arrangements acceptable to the Authorized Government Representative. This sum is subject to Federal income taxes and to such income tax laws as are applicable to your place of residence. Additionally, this compensation is subject to FICA taxes. The current rates and method of payment will be in accordance with applicable laws and the security instructions issued by the Authorized Government Representative. To assist you in establishing yourself, the CENTRAL INTELLIGENCE AGENCY will assist you in procuring an automobile and necessary household furnishings, providing funds therefor, up to a maximum of Eight Thousand Dollars ($8,000.00). Payment of all taxes and preparation of necessary tax returns are your personal obligation and responsibility but in accord with appropriate security instructions which will be furnished by the Authorized Government Representative.

5. PLACE OF RESIDENCE. In the interests of security, you will be required to live in such State, area, and house or apartment as is specifically approved by the CENTRAL INTELLIGENCE AGENCY after mutual discussion and due consideration of all circumstances. All of the expenses of such leased house or apartment will be borne by you and the CENTRAL INTELLIGENCE AGENCY will not be obligated to pay any such expenses.

6. ALLOWANCES, TRAVEL AND OTHER EXPENSES. If, in the course of fulfilling your responsibilities under this agreement, monetary allowances would be payable under general UNITED STATES GOVERNMENT rules and regulations, you will be paid such monetary allowances in substantial accordance with those laws and regulations. If, in the course of this contract, you are directed to travel or are authorized to incur other expenses, reimbursement for expenses will be made by the CENTRAL INTELLIGENCE AGENCY in substantial accordance with applicable CENTRAL INTELLIGENCE AGENCY regulations.

7. HOSPITALIZATION AND MEDICAL CARE. The CENTRAL INTELLIGENCE AGENCY will provide you with reasonable insurance covering medical care and hospitalization equivalent to that which could be obtained through standard insurance policies; or, the CENTRAL INTELLIGENCE AGENCY may provide directly such medical care and hospitalization.

8. SECRECY OBLIGATION. You will be required to keep forever secret this agreement and all information which you may obtain by reason hereof (unless released in writing by the CENTRAL INTELLIGENCE AGENCY from such obligation), with full knowledge that violation of such

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secrecy may subject you to criminal prosecution under the espionage laws, as amended, and other applicable laws and regulations. Your relationship with the CENTRAL INTELLIGENCE AGENCY and this contract must be kept secret and you may not discuss any aspect of this relationship and contract with any person other than the Authorized Government Representative or such other person as he may specifically approve.

9. UNAUTHORIZED COMMITMENTS. No promises or commitments pertaining to rights, privileges, or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the CENTRAL INTELLIGENCE AGENCY.

10. TERM. This agreement is effective as of 1 March 1969 and shall be for a term of one (1) year. At the end of that period this contract shall be deemed to be renewed for another year unless notice of termination has been furnished to you thirty (30) days in advance of the elapse of one (1) year. Thereafter the contract will be renewed automatically on similar terms and conditions. This contract may be terminated at any time by either party upon furnishing thirty (30) days advance notice. Upon termination of this contract or renewals thereof, including amendments, if any, the CENTRAL INTELLIGENCE AGENCY will undertake to assist you in obtaining gainful employment or to provide continuing compensation to assure you that you will be able to maintain a reasonable standard of living. This undertaking is contingent upon your fulfilling the terms of this contract and the continuing compliance with the secrecy obligations

imposed on you by paragraph 8 of this contract and the provisions of any secrecy agreement which you have signed with the CENTRAL INTELLIGENCE AGENCY.

UNITED STATES GOVERNMENT
As Represented by the
CENTRAL INTELLIGENCE AGENCY
By:

Kenneth C. Rushmark
Contracting Officer

Date: ____________________

ACCEPTED:

____________________ Date: ____________________

WITNESS:

____________________ Date: ____________________

Certified to be a true copy of the signed original which is on file in the Office of Security.

Howard J. Osborn
HOWARD J. OSBORN
DIRECTOR OF SECURITY

JUL 1969

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